
STRUCTURES

7

Section Contents

7.1 Role of the Ameritech Structure Access Coordinator	7.1-1
7.2 Role of AT&T	7.2-1
7.3 Information Request	7.3-1
■ Type of Information to be Supplied	7.3-1
■ Exception Involving Confidential Information	7.3-1
■ Viewing Room	7.3-1
■ Copies of Structure Records	7.3-2
■ Limitations of Structure Records Review	7.3-2
7.4 Capacity Reservation	7.4-1
■ Capacity Reservation	7.4-1
7.5 Priority Queue	7.5-1
■ Determination of Priority	7.5-1
■ Maintaining Position in Queue	7.5-1
7.6 Access to Ducts and Conduit	7.6-1
■ Information Access - Ducts and Conduit	7.6-1
■ Determination of Space Availability	7.6-1
■ Presumption of Request for Innerduct Occupancy	7.6-1
■ Available Capacity	7.6-1
■ Universal Maintenance Spare	7.6-1
■ Structure Access Request - Ducts and Conduit	7.6-1
■ Field Survey by Ameritech - Ducts and Conduit	7.6-2
■ Field Survey assisted by AT&T - Ducts and Conduit	7.6-2
■ Field Survey Definition	7.6-2
■ Innerduct Identification Tags	7.6-2
■ Preferred Entrances and Exits	7.6-3
■ Limitations of Field Survey	7.6-3
■ Ducts and Conduit Field Survey Intervals	7.6-3
■ Denial of Access	7.6-3
■ Cost Estimate - Ducts and Conduit	7.6-4
■ Return of Billing Authorization	7.6-4
■ Definition of Ameritech Make Ready Work	7.6-4
■ Force Majeure	7.6-5
■ Limitation on Ameritech Obligations	7.6-5
■ Duct and Conduit Make Ready Intervals	7.6-5
■ Occupancy Permit	7.6-6
7.7 Access to Poles	7.7-1
■ Information Access - Poles	7.7-1

7 STRUCTURES

Section Contents

■ Definition of Available Pole Capacity.....	7.7-1
■ Limitations of Records	7.7-1
■ Structure Access Request (Poles)	7.7-1
■ Field Survey - Definition/Limitation.....	7.7-1
■ Field Survey by Ameritech - Poles	7.7-2
■ Field Survey Without Ameritech.....	7.7-2
■ Pole Field Survey Intervals	7.7-2
■ Denial of Access	7.7-2
■ Cost Estimate (Poles)	7.7-2
■ Return of Billing Authorization	7.7-2
■ Definition of Ameritech Make Ready Work	7.7-3
■ Force Majeure.....	7.7-3
■ Limitation on Ameritech Obligations (Poles)	7.7-3
■ Successful Completion of Make Ready Work	7.7-3
■ Pole Make Ready Work Intervals	7.7-3
■ Locations of Attachments.....	7.7-3
■ Selection of Pole Attachment Location	7.7-4
■ Construction Guidelines.....	7.7-4
■ Occupancy Permit.....	7.7-4
7.8 Access to Rights of Way	7.8-1
■ Structure Access Request (ROW)	7.8-1
■ Records Review	7.8-1
■ Field Survey	7.8-1
■ Denial of Access	7.8-1
■ Make Ready Work	7.8-2
■ Occupancy Permit.....	7.8-2
7.9 AT&T Installation and Maintenance Standards	7.9-1
■ General	7.9-1
■ Safety	7.9-1
■ Protection of Existing Cable Facilities.....	7.9-2
■ Installation Standards.....	7.9-2
7.10 AT&T Attachment Placement - Conduit	7.10-1
■ Occupancy Permit Requirement.....	7.10-1
■ Placement of Attachment Due Date.....	7.10-1
■ Ameritech Job Site Representation	7.10-1
■ Additional Requirement for AT&T.....	7.10-1
■ Assignment Location.....	7.10-1
■ Modification.....	7.10-1
7.11 AT&T Attachment Placement - Poles.....	7.11-1
■ Placement of Attachment Due Date.....	7.11-1
■ Additional Requirement for AT&T.....	7.11-1
■ Attachment Location	7.11-1
■ Modifications	7.11-1
■ Service Wire, Splice and Terminal Mounting	7.11-1
7.12 Maintenance	7.12-1
■ Maintenance of Conduit	7.12-1
■ Poles	7.12-1
■ Disaster Recovery - Structures (Fiber, Conduit, Manholes, Pole Attachments, etc.)	7.12-1
7.13 Unauthorized Attachments.....	7.13-1

■ Unauthorized Attachments	7.13-1
■ Determination of Applicable Charges	7.13-1
■ No Ratification or Waiver	7.13-1
7.14 Fees	7.14-1
■ Cost Recovery	7.14-1
■ Ameritech Cost Estimate	7.14-1
■ Attachment Rental Fees	7.14-1
■ Structure Bill True-Up	7.14-1
7.15 Modifications Which Add Capacity to Structure	7.15-1
■ Notification of a Modifications	7.15-1
7.16 Limitations on Structure Access Requests	7.16-1
■ Timing of Requests	7.16-1
■ Limitations of Estimated Intervals	7.16-1
■ Limitation of Scope	7.16-1
7.17 Additional Structure Planning	7.17-1
■ Meeting to Review Growth Forecast	7.17-1
7.18 Points of Contact	7.18-1
7.19 Performance Standards	7.19-1
7.20 Exhibits	7.20-1

STRUCTURES

7

This section contains guidelines which further define the processes by which AT&T will obtain access to poles, ducts, conduits, and rights of way (individually and collectively referred to as “Structure”) as agreed to in Article XVI of the *Interconnection Agreement*.

Except as otherwise permitted by applicable law, access to all Ameritech-owned or Ameritech-controlled Structure shall be provided to AT&T on a basis that is nondiscriminatory to that which Ameritech provides to itself, its Affiliates, Customers, or any other person.

Plan-for-Plan/Issue-in-Dispute Summary

Note that all Plan-for-Plan and Issue-in-Dispute information is summarized here in the section overview for the reader’s convenience. These descriptions are also referenced whenever a particular Plan for a Plan or Issue in Dispute is referred to later in this section.

Plan-for-Plan Descriptions

The following items addressed in this section require a Plan for a Plan at the time of printing this version of this *Implementation Plan*.

Plan-for-Plan 7-1. Performance Standards & Penalties

Owners:	John Fisk - AT&T Gerry Agnew - Ameritech
Objective:	Develop format for reporting performance standards to measure Ameritech’s performance in executing AT&T’s structure requests as agreed to in the <i>Interconnection Agreement</i> . This plan addresses the format of the performance standards reports as well as the development of the appropriate penalties, pursuant to Article 16.6 of the <i>Interconnection Agreement</i> .
Issues:	Time Frame and appropriateness of penalties for each standard
Dependencies:	Scope, Related Orders, Intervals
Constraints:	
Time Frame:	2/28/98

Plan-for-Plan 7-2. Comparable Treatment

Owners:	John Fisk - AT&T Gerry Agnew - Ameritech
Objective:	To define a process that will allow AT&T to verify that it is obtaining access to Structure in a nondiscriminatory manner as all other parties including Ameritech pursuant to Article 16.6 of the <i>Interconnection Agreement</i> .
Issues:	Reach agreement on what information is required and how it will be presented to AT&T to meet the above objective.
Dependencies:	None
Constraints:	Future mechanization of processes by multiple parties
Time Frame:	2/28/98

Issue-in-Dispute Description

Issue-in-Dispute 7-1. Modification Cost Recovery

Owners:	John Fisk - AT&T Gerry Agnew - Ameritech
Issues:	<p>Objective: To establish means to recover costs of modifications to Ameritech's structure.</p> <p>Article 16.3.4 states that the Implementation Team should develop the process to recover the costs for any modifications. AT&T and Ameritech cannot agree on the role each company would take in that recovery process. Per Article 16.3.4, Ameritech owns all modifications to Ameritech's structure. (This issue includes Modification Cost Recovery process for unauthorized attachments and maintenance spare)</p> <p>Need a process to identify, by section, the appropriate cost to be reimbursed to the company initiating the modification.</p> <p>Need a process of how and when the ASAC will notify AT&T that Ameritech or other 3rd parties are utilizing the modified structure.</p>
Dependencies:	FCC Rules/NPRM on Modification of Structure AT&T and Ameritech will true up any interim procedures established now when the FCC Rules are complete
Constraints:	none

7.1 Role of the Ameritech Structure Access Coordinator

The role of the Ameritech Structure Access Coordinator (ASAC) is to be a single point of contact for AT&T. The ASAC shall:

- (a) provide single point of contact for structure access
- (b) coordinate the queuing requests of attaching parties for access to Ameritech Structure
- (c) answer questions of AT&T pertaining to obtaining access to Structure
- (d) coordinate the following processes for AT&T:
 - (i) access to maps, records and additional information regarding Structure (hereafter referred to as "Structure Records")
 - (ii) field survey to determine availability of Structure
 - (iii) Make Ready Work (which, in some cases, may include Modification Work)
 - (iv) AT&T construction activities
- (e) interpret Ameritech methods and procedures
- (f) receive and process AT&T's application for access to Structure
- (g) negotiate scope and delivery of Field Survey due dates
- (h) negotiate scope and delivery of Make Ready Work due dates
- (i) provide notification of and corrective action to eliminate disputes between attaching parties
- (j) provide AT&T with written documentation of the determinations of Structure availability
- (k) issue occupancy permits to AT&T

7 STRUCTURES

7.1 Role of the Ameritech Structure Access Coordinator

7.2 Role of AT&T

AT&T shall:

- (a) Request access to Ameritech Structure Records from the ASAC.
 - (i) Issue Billing Authorization - Billing Authorization equates to or accompanies a Structure Access Request. For purposes of these Guidelines, Billing Authorization shall be defined as AT&T's paying any required deposit and AT&T's written authorization (on the forms identified in this section) permitting Ameritech to bill AT&T for work identified on these forms. There will be a true up of costs. The true-up process for any structure-related billing items is described in Section 7.14 in this *Implementation Plan*.
- (b) Make written request for access to Ameritech Structure through ASAC-prescribed forms. (See Section 7.20 - Exhibits for Forms.)
- (c) Provide stick map or route map showing locations of the Ameritech Structure requested for access.
- (d) Provide detailed descriptions of the requested location of all proposed attachments to Ameritech Rights of Way.
- (e) Authorize the ASAC to schedule a Field Survey.
 - (i) Issue Billing Authority , as defined herein, for Ameritech to perform Field Survey by AT&T submitting appropriate A-1 form.
 - (ii) Provide innerduct identification tags.
- (f) Approve Ameritech to perform Make Ready Work (in some cases, may include Modification Work).
 - (i) Issue Billing Authorization for Ameritech to perform Make Ready Work.
 - (ii) Provide innerduct identification tags.
- (g) Receive Occupancy Permit from ASAC as provided in Sections 7.6.21, 7.7.20, and 7.8.6 of this *Implementation Plan*.
- (h) Schedule attachment installation (cable placement) with ASAC
- (i) Complete attachment installation within one hundred and eighty (180) days from date Occupancy Permit is received from Ameritech.
- (j) Be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate AT&T's attachments at the location of the Structure AT&T uses.

7.3 Information Request

AT&T may request access to Ameritech Structure Records in one of two ways:

- (a) Request for AT&T to view Ameritech Structure Records
- (b) Request to have Ameritech perform a records check for AT&T

AT&T shall submit the request on form RC-1 with a stick map and/or a description containing sufficient information for Ameritech personnel to determine which records are required. The request must include a deposit on the estimated cost of the viewing room and/or for map preparation and issuance if the request is to view the records. If the request is for Ameritech to perform the records check, the deposit shall be on the estimated costs of the work to perform the records check and appropriate billing authorization will be issued as described in Section 7.2 of this *Implementation Plan*. (See also Section 7.14 on Fees).

7.3.1 Type of Information to be Supplied

Ameritech will provide to AT&T information (with respect to all Structure that Ameritech owns or controls) currently available on Ameritech's Structure Records, which includes (to the extent available) the following:

- (a) location of the structure, street addresses for manholes and poles as shown original had this on Ameritech maps
- (b) footage between manholes or lateral ducts lengths, as shown on Ameritech maps
- (c) footage between poles, if shown on Ameritech maps
- (d) total capacity
- (e) available capacity

7.3.2 Exception Involving Confidential Information

When Ameritech maps and/or records to be viewed contain confidential and/or proprietary information:

- (a) Ameritech will expunge confidential and/or proprietary information before AT&T is provided access to view the documents and/or is issued copies.
- (b) If confidential and/or proprietary information must be expunged before disclosure of Structure Records, the ASAC will provide an estimated cost for map preparation and the date for completion of the map preparation to AT&T. AT&T must pay a deposit to the ASAC based upon the estimated amount of the map preparation costs before map preparation will be initiated. Billing authorization will be issued as described in Section 7.2 of this *Implementation Plan*.

7.3.3 Viewing Room

- (a) Within ten (10) business days after AT&T submits Billing Authorization to the ASAC, the ASAC will notify AT&T of the place and time that AT&T may view the Structure Records.
- (b) If the requested Structure Records do not contain un-expunged confidential and proprietary information, access to the records will be provided within five (5) business days after ASAC notifies AT&T in accordance with paragraph (a), above.
- (c) If the requested Structure Records contain confidential or proprietary information which must be expunged, the time when AT&T will be provided with access will be determined on a case by case basis, based upon size and complexity of the request, and will be identified in the above notice, but such access shall be provided within ten (10) business days after ASAC notifies AT&T, in accordance with paragraph 7.3.3(a) above, unless otherwise mutually agreed to by Ameritech and AT&T.

- (d) The viewing room must be reserved for a minimum of two (2) hours. AT&T may request additional time prior to the viewing date. Ameritech may not be able to provide AT&T with unscheduled additional time for viewing Ameritech's Structure Records on the viewing date.
- (e) Ameritech will make available an Ameritech representative with sufficient knowledge about Ameritech Structure Records to clarify matters relating to such Structure Records and to assist AT&T during their viewing.

7.3.4 Copies of Structure Records

- (a) Copies of Structure Records which do not require preparation in accordance with section 7.3.3 above will be provided within ten (10) business days after AT&T submits Billing Authorization to the ASAC, if AT&T is entitled to copies per the Interconnection Agreement (AT&T is entitled to copies in all states except Illinois).
- (b) If the requested Structure Records contain confidential or proprietary information which must be expunged, the time when AT&T will be provided with copies will be determined on a case by case basis, based upon size and complexity of the request, but such copies shall be provided within twenty (20) business days after AT&T submits its Billing Authorization, in accordance with paragraph 7.3.1 above, unless mutually agreed to by Ameritech and AT&T.
- (c) Structure Records are considered confidential and are subject to the confidentiality requirements of any applicable Interconnection Agreements, tariff, or otherwise.
- (d) AT&T and its designees shall use the Structure Records to design and implement AT&T's network. AT&T shall not sell to, provide to, or permit the use of the Structure Records by a third party.

7.3.5 Limitations of Structure Records Review

The completion of a review of Structure Records does not imply that the ASAC has approved a Structure Occupancy Permit for AT&T.

7.4 Capacity Reservation

7.4.1 Capacity Reservation

No party, including Ameritech, will be allowed to reserve space in or on Ameritech's Structure for future needs. Notwithstanding the foregoing, AT&T may provide Ameritech with a two (2) year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an annual basis.

7.5 Priority Queue

(First in Time - First in Right)

7.5.1 Determination of Priority

The priority for right of access to existing capacity in Ameritech's Structure will be determined by the actual time that AT&T's written Structure Access Request, in accordance with paragraphs 7.6.6, 7.7.4, and 7.8.1 below, is received by the ASAC. Structure Access Requests for all parties including Ameritech will be treated in a non-discriminatory manner.

7.5.2 Maintaining Position in Queue

- (a) Position is based on the date and time stamp on the written Structure Access Request.
- (b) Position remains as long as AT&T continues processing of the request for access, including Field Survey, Make Ready Construction and facilities placement in accordance with the time frames set forth in this Section (7) of the *Implementation Plan*.
- (c) If AT&T does not process its requests for access in accordance with the time frames set forth in these Guidelines, AT&T's request shall be considered expired.
- (d) Any change to a Structure Access Request (as defined in paragraphs 7.6.6, 7.7.4 and 7.8.1 below) will be deemed a new request for purposes of position in the queue, and a new date and time stamp will be affixed to the Request. AT&T will be notified if this occurs.
- (e) If at any time in the processing of a request a conflict arises concerning priority rights, the ASAC will use the written Structure Access Requests with date and time stamps to resolve the issue.

7.6 Access to Ducts and Conduit

“Ducts” and “Conduit” have the meaning assigned to them in the applicable *Interconnection Agreement*.

7.6.1 Information Access - Ducts and Conduit

AT&T will be provided access to review Ameritech Structure Records for ducts and conduit, as defined in Section 7.3.

7.6.2 Determination of Space Availability

The apparent availability of spare capacity indicated by the review of Ameritech Structure Records does not guarantee the actual availability or structural integrity of ducts and conduit. Space availability of Ameritech ducts and conduit is determined during the Field Survey and integrity is determined by the completion of the Ameritech Make Ready work.

7.6.3 Presumption of Request for Innerduct Occupancy

It is presumed that a request for occupancy of conduit is for occupancy of an innerduct. If due to the size of AT&T's cable, a whole duct is required, AT&T's request will be based on a whole duct. A whole duct may not be used for a cable that can be accommodated in an innerduct. If innerduct does not exist in the requested conduit, Ameritech will place innerduct, at AT&T's cost (refer to Make Ready Work/Billing Authorization).

7.6.4 Available Capacity

Unoccupied conduit, duct and/or innerduct space is assumed available for use by an attaching party, excluding the conduit, ducts and/or innerducts reserved for the universal maintenance spare, municipal use, or which are subject to the pending, prior request of another attaching party. With respect to ducts which are apparently vacant and available but cannot be occupied due to blockage, Ameritech will take all reasonable steps to create the necessary space in such blocked ducts, at AT&T's cost (refer to Make Ready Work/Billing Authorization). If AT&T ceases to use Attachments for any period of one hundred and eighty (180) consecutive days, such Attachments are presumed to be usable for attachments of other attaching parties, but require a sixty (60) day notice to the attachment owner before removal.

7.6.5 Universal Maintenance Spare

A universal maintenance spare is one (1) whole spare duct (typically 4”) and one (1) spare innerduct. The universal maintenance spare in each manhole is available to all existing attaching parties (and Ameritech)which have existing working cables in the conduit system, for maintenance purposes. Only one party at any time may occupy the maintenance spare. Any party utilizing the maintenance spare must vacate the maintenance spare within sixty (60) days after placing its facilities in the universal maintenance spare. Access to a Universal Maintenance Spare must be requested through the ASAC and the ASAC must grant access to AT&T within five (5) business days of the request. This section (7.6.5) applies to routine maintenance. For emergency situations, Section 7.12.3, below, applies.

7.6.6 Structure Access Request - Ducts and Conduit

- (a) To request access to ducts and conduit, AT&T shall submit:
 - (i) Forms C1 & C2 (conduit) attached hereto in Section 7-20, Exhibits.
 - (ii) Associated maps and/or written descriptions for each request (which shall include the number, type and size of facility AT&T plans to install and if available all the locations at which AT&T proposes to interconnect its ducts with Ameritech manholes and all manhole locations where an entrance or exit to Ameritech's conduit structure will be required).

7 STRUCTURES

7.6 Access to Ducts and Conduit

- (b) The ASAC will enter AT&T's request for access to Ameritech Structure into the Priority Queue. (See Priority Queue Process defined in Section 7.5.)

7.6.7 Field Survey by Ameritech - Ducts and Conduit

- (a) The ASAC will provide to AT&T an estimated cost for the Field Survey. This will be on Form A-1.
- (b) AT&T will pay any required deposit and sign the appropriate form as Billing Authorization to proceed with the Field Survey.
- (c) Ameritech will complete the Field Survey in accordance with intervals as agreed to. See section 7.6.13.
- (d) AT&T may supply a representative.
- (e) Ameritech personnel will notify AT&T within twenty-four (24) hours prior to beginning the Field Survey, if AT&T wishes to have a representative present.

7.6.8 Field Survey assisted by AT&T - Ducts and Conduit

If, after receipt of the Structure Access Request, Ameritech determines it will be unable to complete Field Survey work in accordance with standard intervals as defined in 7.6.13, Ameritech may suggest or AT&T may request that AT&T be allowed to have AT&T or AT&T's contractor perform certain work associated with the Field Survey. The following apply:

- (a) AT&T or its Ameritech approved contractor may prepare manholes for entry (open, test, ventilate, pump, etc.).
- (b) An Ameritech representative will perform the Field Survey work with an AT&T representative, and the Ameritech representative will specify locations of attachments
- (c) All standards and conditions specified in section 7.9 will be followed.
- (d) AT&T will not be allowed to perform any Field Survey work that is required to be performed by Ameritech employees pursuant to Ameritech collective bargaining agreements, work rules and policies.

7.6.9 Field Survey Definition

A Field Survey is a physical check of the locations requested by AT&T to enter, exit, and place equipment in Ameritech ducts and conduit and includes (to the extent available) the following:

- (a) availability of space within existing lateral knockouts,
- (b) availability of space for cable maintenance loops,
- (c) availability of space for splice cases,
- (d) availability of space for cable racking,
- (e) availability of space for manhole core bores,
- (f) availability of actual vacant conduit/innerduct,
- (g) preliminary investigation of potential modifications if no available capacity exists.

7.6.10 Innerduct Identification Tags

AT&T must supply innerduct identification tags to the Ameritech representative onsite or prior to the Field Survey. The identification tags must include:

- (a) AT&T's name and

- (b) a space for the date of the Field Survey.

7.6.11 Preferred Entrances and Exits

The preferred entrances and exits of Ameritech's conduit system for attaching parties is at established openings. These openings are building entrances, points at which cable enters Ameritech's underground conduit facilities, stubbed-off ducts and pre-formed manhole lateral knockouts. If the preferred entrances or exits are not available, entrance to an Ameritech manhole may be created by core boring of the manhole wall, unless such engineered access to the manhole is denied by Ameritech for reasons of Insufficient Capacity, safety, reliability or engineering (as defined in the applicable *Interconnection Agreement*).

7.6.12 Limitations of Field Survey

A Field Survey does not guarantee the integrity of the ducts and conduit to accommodate the requested access. The Field Survey does not authorize AT&T to occupy Ameritech ducts and conduit. Such authorization is granted once the Occupancy Permit has been issued. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

7.6.13 Ducts and Conduit Field Survey Intervals

The standard interval for Field Survey work for Ducts and Conduit that is to be performed by Ameritech is 25 business days for the first 10 manholes and an additional 2 business days for each additional 5 manholes. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

The clock for the standard interval starts when the ASAC receives properly completed (accurate and with all necessary details) Forms C-1 and C-2. The clock stops when the ASAC sends a Form A-1 to AT&T to notify of the estimated Make Ready work.

7.6.14 Denial of Access

Based on the information from Structure Records and the completed Field Survey, the ASAC will determine if the requested access to Ameritech's Structure can be provided to AT&T.

- (a) Ameritech will not make Structure available in the following cases:
 - (i) Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity (as defined in the *Interconnection Agreement*) to accommodate the requested Attachment; or,
 - (ii) Where an Attachment cannot be accommodated based upon non-discriminatorily applied consideration of safety, reliability, or engineering principles.
- (b) If the ASAC proposes to deny AT&T access to the requested Ameritech Structure, the ASAC will provide a detailed, written reason for denial within forty-five (45) days of the date of such request pursuant to the applicable *Interconnection Agreement*.
- (c) If additional information is discovered while performing AT&T's Make Ready work which would require the ASAC to deny AT&T access to its Structure, the ASAC will provide to AT&T a detailed, written reason for denial within five (5) business days of discovery.
- (d) If a denial is proposed to be made for any reason, Ameritech will offer to meet with AT&T and explore reasonable alternatives to accommodate the proposed attachment.. The ASAC will schedule the meeting to take place within ten (10) business days of receipt of AT&T's written request for a meeting.

7 STRUCTURES

7.6 Access to Ducts and Conduit

7.6.15 Cost Estimate - Ducts and Conduit

If it is determined from the records and Field Survey that access to ducts and conduit is possible by appropriate Make Ready Work, Ameritech will:

- (a) notify others parties of any proposed modification to ducts and conduit to which they are attached if a notification is required (see 7.15)
- (b) provide to AT&T an estimate of cost for the Make Ready Work (if other attached parties must be notified, the provision of the cost estimate will be delayed for at least the 60 days they have to reply)

7.6.16 Return of Billing Authorization

- (a) AT&T shall return a Billing Authorization to the ASAC to perform the necessary Make Ready Work within forty-five (45) days of receiving the Ameritech estimated cost for the proposed Make Ready Work from the ASAC. If AT&T has not returned the ASAC Billing Authorization to the ASAC within the forty-five (45) days, AT&T's request shall be considered expired. (See Priority Queue Process in Section 7.5)
- (b) The ASAC shall provide AT&T an estimated completion date, as defined in 7.6.20 below, within seven (7) days business days of receiving the Billing Authorization (for both routine and non-routine).
- (c) If Ameritech determines it will be unable to complete Make Ready work in accordance with standard intervals as defined in 7.6.20, Ameritech may suggest or AT&T may request that AT&T be allowed to have AT&T or AT&T's contractor perform certain work associated with Make Ready.

7.6.17 Definition of Ameritech Make Ready Work

Ameritech Make Ready Work, is any construction that is required to be performed by ~~the~~ Ameritech to prepare the Ameritech ducts and conduit for attachment or occupancy by AT&T. The following lists are not necessarily all-inclusive, but are indications of types of Make Ready work.

Routine Make Ready Work

- (a) verifying the integrity of the Ameritech conduit/innerduct (rodding).
- (b) placing innerduct
- (c) tagging innerduct assigned for AT&T use (AT&T to supply innerduct identification tags which must have (i) AT&T name, and (ii) space for a date)
- (d) placing innerduct couplers

Non-routine Make Ready Work

- (e) core boring manhole walls
- (f) repairing or clearing broken or blocked conduit
- (g) constructing additional conduit (includes placing innerduct and tagging)
- (h) rebuilding or replacing manholes

The following applies:

- (a) When AT&T is allowed to perform certain Make Ready work, all standards and conditions specified in section 7.9 will be followed.
- (b) AT&T will not be allowed to perform any Make Ready work that is required to be performed by Ameritech employees pursuant to Ameritech collective bargaining agreements, work rules and policies. If AT&T is denied the ability to perform certain Make Ready Work, Ameritech will address the reason for such denial on a case-by-case basis.

7.6.18 Force Majeure

Ameritech will not be responsible for any Make Ready Work delays due to pull tapes breaking and/or innerduct couplers failing, local conditions, inability to obtain permits or due to Force Majeure as defined in the Interconnection Agreement in Section 30.5.

7.6.19 Limitation on Ameritech Obligations

Ameritech is not required to construct ducts or conduit in locations where these items do not currently exist, in order to provide ducts, or conduit occupancy to AT&T. Upon request by AT&T, Ameritech may consider constructing such duct or conduit extensions. Ameritech is required to make the Ameritech-owned Right-of-Way available to AT&T to construct AT&T poles, conduits or ducts, or to bury AT&T's own cable as required in Section 16.1.1 of the *Interconnection Agreement*. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

7.6.20 Duct and Conduit Make Ready Intervals

Routine Make Ready Work

The standard interval for Routine Make Ready work (as defined in 7.6.16) for Ducts and Conduit that is to be performed by Ameritech is 25 business days for the first 10 manholes and an additional 2 business days for each additional 5 manholes. There will be no limits on engineering requests per office. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

The clock for the standard interval starts when the ASAC receives billing authorization (Form A-1). The clock stops when the ASAC issues an occupancy permit.

Non-Routine Make Ready Work

Because of the variable nature of Non-Routine Make Ready work, completion intervals will be negotiated after Field Survey work is complete. Ameritech will provide to AT&T an estimated completion interval for Non-Routine Make Ready work within seven (7) days of Ameritech receiving a completed Form A-1 from AT&T, if no other attaching parties must be notified.

All Make Ready Work

If the Make Ready work requires that other Attaching Parties be notified, the interval will be extended by an additional 60 days. If Ameritech is unable to complete Make Ready work in a reasonable time frame, AT&T may be allowed to perform certain Make Ready work in accordance with 7.6.15 and 7.6.16.

- (a) If a mutually agreed upon completion date cannot be reached, the Job Administration Management System (JAM)* coding will be applied to the scope of the work to determine the completion date. Once the completion date is established the work will start within 10 business days.
- (b) If Ameritech cannot meet AT&T's requested completion date, AT&T will have the option of performing the work to meet the requested completion date.

7 STRUCTURES

7.6 Access to Ducts and Conduit

* (JAM) or other Ameritech mechanized interval scheduling system

7.6.21 Occupancy Permit

- (a) Within five (5) business days after notification of successful completion of all Make Ready Work associated with the Structure Request (including Make Ready Work by other attaching parties), Ameritech will issue an Occupancy Permit (Form C1) to AT&T.
- (b) In accordance with Section 16.15 of the Interconnection Agreement, the Occupancy Permit shall expire if AT&T has not placed and put into service its Attachments within one hundred eighty (180) days from the date AT&T receives Occupancy Permit. Conduit rental rates will apply during the one hundred and eighty (180) day period.

7.7 Access to Poles

“Poles” means poles owned and controlled in whole or in part by Ameritech.

7.7.1 Information Access - Poles

AT&T will be provided access to Ameritech Structure records for poles as defined in Section 7.3.

7.7.2 Definition of Available Pole Capacity

Available pole capacity is unoccupied but usable space on a pole, that complies with Section 7.9, AT&T Installation and Maintenance Standards of this document, excluding space which is subject to a pending request of another attaching party or is reserved for municipal government use. The availability of poles for attachments, and attachment types and practices, may depend upon the policies, practices, and contractual rights of parties, generally electric power companies, with whom Ameritech has joint use or joint ownership arrangements regarding such poles.

7.7.3 Limitations of Records

Ameritech pole maps and/or records provide information only on the existence of poles owned or controlled in whole or in part, by Ameritech, but do not contain information regarding available pole capacity. Available pole capacity can be determined only during a Field Survey.

7.7.4 Structure Access Request (Poles)

- (a) To request access to poles, AT&T shall submit:
 - (i) Forms P1 & P2 (poles)
 - (ii) The associated maps and written description for each request. AT&T shall include the number of, type, size location of the attachments it proposes to install on the Form P2.
- (b) The ASAC will enter AT&T's request into the Priority Queue. (See the process defined in Section 7.5 herein.)
- (c) AT&T may choose to perform the field survey, AT&T may request Ameritech to perform the field survey, or joint agreements between Ameritech and power companies may require Ameritech and AT&T to participate in a joint field survey.

7.7.5 Field Survey - Definition/Limitation

- (a) A Field Survey is a physical check of each pole to identify availability of space for attachments and any required Make Ready Work.

The field survey includes (where available):

- (i) availability of space for power supplies
- (ii) availability of space for cables
- (iii) availability of space for terminals
- (iv) availability of space for laterals
- (v) proper bonding and grounding

A Field Survey does not guarantee available pole capacity. Also, the Field Survey does not imply that the ASAC has approved pole attachments for AT&T. An Ameritech occupancy permit will indicate Ameritech's approval for pole attachment.

7.7.6 Field Survey by Ameritech - Poles

- (a) Where power company practices under applicable joint use or joint ownership agreements require Ameritech to perform the Field Survey, Ameritech will notify AT&T of such requirement within five (5) business days of AT&T's Structure Access request.
- (b) Ameritech will provide to AT&T the estimated cost for performing the Field Survey
- (c) AT&T will provide Billing Authorization (Form A1) for Ameritech to proceed with the Field Survey
- (d) Ameritech will complete the Field Survey in accordance with intervals as detailed in 7.7.8
- (e) AT&T, the Electric Company and all other parties with attachments may supply a representative.
- (f) Ameritech or a qualified contractor will inspect each pole to determine available capacity for an additional attachment.
- (g) Ameritech will notify AT&T within twenty four (24) hours prior to beginning the Field Survey if AT&T is to provide a representative

7.7.7 Field Survey Without Ameritech

Where AT&T may perform the survey without the accompaniment personnel, AT&T will be responsible for providing Ameritech with information on any Make Ready Work required for any existing party attached to the pole.

7.7.8 Pole Field Survey Intervals

The standard interval for Field Survey work for Poles that is to be performed by Ameritech is 25 business days for the first 25 poles and an additional 2 business days for each additional 25 poles. Intervals will be adjusted due to changes in requests or delays caused by AT&T.

The clock for the standard interval starts when the ASAC receives properly completed (accurate and with all necessary details) Forms P-1 and P-2. The clock stops when the ASAC sends a Form A-1 to AT&T to notify of the estimated Make Ready work.

7.7.9 Denial of Access

Ameritech will determine if access to poles can be provided to AT&T as detailed in section 7.7.8.

7.7.10 Cost Estimate (Poles)

If it is determined from the Field Survey, that AT&T may have access to Ameritech Structure, the ASAC will:

- (a) notify other parties of proposed modifications to Structure to which they are attached if a notification is required (See section 7.15)
- (b) provide to AT&T an estimated cost for the Ameritech Make Ready Work.

7.7.11 Return of Billing Authorization

- (a) AT&T shall return a Billing Authorization (Form A-1) to the ASAC within forty-five (45) days of receiving the Ameritech estimated cost for proposed Ameritech Make Ready work. If AT&T has not returned the Billing Authorization to the ASAC within the forty-five (45) days, AT&T's request shall be considered expired.
- (b) The ASAC shall provide AT&T an estimated completion date, as defined in 7.7.16 below.

- (c) If Ameritech determines it will be unable to complete Make Ready work in accordance with standard intervals as defined in 7.7.8, Ameritech may suggest or AT&T may request that AT&T be allowed to have AT&T or AT&T's contractor perform certain work associated with Make Ready.

7.7.12 Definition of Ameritech Make Ready Work

Ameritech Make Ready Work:

- (a) is any work that is required to be performed by Ameritech to make poles ready for AT&T's attachment.
- (b) does not include any work regarding the facilities or attachments of other parties with attachment to the pole necessary to accommodate AT&T's attachment.

The following applies:

- (a) When AT&T is allowed to perform certain Make Ready work, all standards and conditions specified in section 7.9 will be followed.
- (b) AT&T will not be allowed to perform certain Make Ready Work that is required to be performed by Ameritech employees pursuant to Ameritech collective bargaining agreements, work rules and policies. If AT&T is denied the ability to perform certain Make Ready Work, Ameritech will address the reason for such denial on a case-by-case basis.

7.7.13 Force Majeure

Ameritech is not responsible for Make Ready Construction Work delays due to, local conditions, inability to obtain permits or Force Majeure as defined in the *Interconnection Agreement* in Section 30.5.

7.7.14 Limitation on Ameritech Obligations (Poles)

Ameritech is not required to construct or acquire additional poles in locations where Ameritech poles do not currently exist in order to provide pole attachments to AT&T. Upon request by AT&T, Ameritech may consider constructing or acquiring such additional poles. Ameritech is required to make Ameritech Right-of-Way available to AT&T to construct AT&T's own poles as defined in Articles 16.1.1 and 16.3.2 of the *Interconnection Agreement*.

7.7.15 Successful Completion of Make Ready Work

Successful completion of Ameritech Make Ready Work and that of other parties with attachments will determine pole space availability. The successful completion of Make Ready Work does not imply that Ameritech has approved pole attachments for AT&T. An Ameritech Occupancy Permit will indicate approval of the pole attachment.

7.7.16 Pole Make Ready Work Intervals

Because of the variable nature of Make Ready work, completion intervals will be negotiated after Field Survey work is complete. Ameritech will provide to AT&T an estimated completion interval for Make Ready work within seven (7) business days of Ameritech receiving completed Form A-1 from AT&T, if no other Attaching Parties must be notified. If the Make Ready work requires that other Attaching Parties be notified, the interval will be extended by an additional 60 days.

7.7.17 Locations of Attachments

Possible locations for Attachments are:

- (a) “Overbuild Space” is defined herein as the location on the pole available for attachments a minimum of twelve inches (12”) above the highest existing communications attachment and below the bottom of neutral space.
- (b) “Underbuild Space” defined herein as the location on the pole available for attachments a minimum of twelve inches (12”) below the lowest existing communications attachment but adhering to the minimum NESC ground clearance requirements.
- (c) A “Standoff Bracket” used to add capacity and to attach an additional attachment on an existing pole.
- (d) Overlashing - is defined as attaching a cable to an existing AT&T cable

Use of Overbuild Space, Underbuild Space, a Standoff Bracket, or Overlashing may not be permitted on poles which Ameritech has a joint use or joint ownership agreement with a power company and may be dependent upon the power company policies and practices prohibiting such uses.

7.7.18 Selection of Pole Attachment Location

AT&T will recommend a location and Ameritech will select upon consideration of that recommendation the location of the poles for AT&T’s attachments. The selection will be based on safety, reliability or general engineering principles and will be applied in a nondiscriminatory fashion.

7.7.19 Construction Guidelines

Once a pole attachment location is chosen for construction, it should be maintained throughout the area of construction if at all possible. Exceptions will be subject to review by the ASAC and denied only for safety, reliability or engineering principles.

7.7.20 Occupancy Permit

- (a) Within five (5) business days after notification of successful completion of all Ameritech Make Ready Work associated with the structure request (including Make Ready Work by other attaching parties), Ameritech will issue an Occupancy Permit (Form P1) to AT&T.
- (b) In accordance with Section 16.15 of the Interconnection Agreement, the Occupancy Permit shall expire if AT&T has not placed and put into service its Attachments within one hundred eighty (180) days from the date Ameritech has issued the Occupancy Permit to AT&T. Pole rental rates will apply during the one hundred and eighty (180) day period.

7.8 Access to Rights of Way

“Ameritech Rights of Way” are rights of way owned or controlled by Ameritech as defined in the applicable Interconnection Agreement.

7.8.1 Structure Access Request (ROW)

- (a) To request access to Ameritech Rights of Way (ROW), AT&T will submit to the ASAC:
 - (i) an R1 form (attached hereto in Section 7-20, Exhibits)
 - (ii) a detailed drawing and description of the proposed ROW that is requested to be occupied
 - (iii) a print detailing the proposed location and nature of AT&T’s attachments (buried cables, terminals, equipment nodes sites, controlled environmental vaults, etc.).
 - (iv) a deposit as calculated on the R1 form.
- (b) The ASAC will enter AT&T’s request into the Priority Queue. [See the Priority Queue process defined in Section 7.5 herein.]
- (c) If AT&T requests access to Ameritech ROW where Ameritech has not existing ROW, Ameritech shall not be required to acquire new ROW.

7.8.2 Records Review

Within ten (10) business days of the Structure Access Request to access ROW, Ameritech will perform an internal Ameritech ROW records review. The ROW records review will not determine space availability. Space availability for ROW can only be determined by performing a Field Survey.

7.8.3 Field Survey

- (a) the ASAC shall notify AT&T.
- (b) If needed, AT&T may perform a Field Survey or request the ASAC to arrange for Field Survey to be scheduled within seven (7) business days of receiving the Billing Authorization from AT&T.
- (c) If AT&T performs the Field Survey, AT&T will arrange for the location of all existing subsurface facilities in the requested Ameritech ROW.
- (d) During the Field Survey, any necessary Make Ready Work will be identified
- (e) AT&T will select the location within the rights-of-way for its attachment or the occupancy of the right-of-way subject to approval by the ASAC. Approval will be denied only for safety, reliability or general engineering principles

7.8.4 Denial of Access

Ameritech will determine if access to ROW can be provided to AT&T and provide notification as detailed in Section 7.6.13.

7 STRUCTURES

7.8 Access to Rights of Way

7.8.5 Make Ready Work

- (a) If it is determined from the Field Survey that AT&T may have access to Ameritech ROW, the ASAC will provide an estimate cost for the Make Ready Work to AT&T to form A1.
- (b) AT&T shall return the Billing Authorization (Form A1) to the ASAC within forty-five (45) days of receiving the Ameritech estimated cost proposed Make Ready Work. If AT&T has not returned the Billing Authorization to the ASAC within the forty-five (45) days, AT&T's request shall be considered expired and AT&T will lose its position in the Priority Queue if there are other attaching parties in the Priority Queue. (See Process for Priority Queue defined in Section 7.5 herein.)
- (c) Ameritech shall provide AT&T a due date by which the ROW Make Ready Work shall be completed within seven (7) business days of receiving the AT&T Billing Authorization

7.8.6 Occupancy Permit

- (a) Within five (5) business days after successful completion of all Make Ready Work, Ameritech will issue an Occupancy Permit (Form R1) to AT&T.
- (b) In accordance with Section 16.15 of the Interconnection Agreement, the Occupancy Permit shall expire if AT&T has not placed and put into service its Attachments within one hundred eighty (180) days from the date AT&T has received the Occupancy Permit from Ameritech.

7.9 AT&T Installation and Maintenance Standards

7.9.1 General

AT&T workers or contractors may have occasion to work in, on or near Ameritech Structure in various circumstances:

- (a) When installing or maintaining AT&T facilities
- (b) Performing Field Survey work per sections 7.6.8, 7.7.7, or 7.8.3
- (c) Performing Make Ready work per sections 7.6.16, 7.7.12 or 7.8.5

In all cases :

- (a) Ameritech must have a designated representative on the job whenever AT&T or its contractors are working in ducts and conduit
- (b) When AT&T is going to perform installation, Field Survey, Make Ready, or routine maintenance work, Ameritech must be notified 5 business days in advance of AT&T's start date to provide a representative.
- (c) AT&T is responsible for all actions of AT&T workers or contractors
- (d) AT&T workers or contractors must be fully trained and it is AT&T's responsibility to insure they follow all applicable safety rules and construction standards as listed below.
- (e) AT&T will be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all Hazardous Substances by AT&T and its contractors and agents. "Hazardous Substances" includes those substances (i) included within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste or pollutant or contaminant under any Applicable Law and (ii) listed by any governmental agency as a hazardous substance.
- (f) When AT&T is allowed to perform Field Survey or Make Ready work, AT&T may subcontract the work with contractors approved by Ameritech. Approval of such subcontractors by Ameritech shall be based on the same criteria it uses in approving contractors for its own purposes.
- (g) The Ameritech representative shall have full authority, but not responsibility, to stop any work operations that do not conform to the applicable rules and standards
- (h) AT&T shall be responsible to obtain any and all work or construction permits necessary to perform work they will perform

7.9.2 Safety

While working on or in Ameritech Structure, all AT&T employees, agents, contractors and representatives must abide by the rules and regulations of the Occupational Safety and Health Act (OSHA) and any governing authority having jurisdiction over the subject matter. AT&T shall be responsible to insure its workers abide by all safety rules, and the Ameritech Representative assigned to the job shall have authority, but not the responsibility, to enforce all safety rules.

The following list, which is not all inclusive, highlights some specifics:

- (a) All workers must wear appropriate attire whenever doing work in or near Ameritech manholes to include safety vests, hard hats, etc.
- (b) All manholes must undergo air monitoring and proper ventilation before and during manhole entries

7 STRUCTURES

7.9 AT&T Installation and Maintenance Standards

- (c) Manhole guards must be present at all times while the manhole is open
- (d) No smoking is allowed within the vicinity of an open manhole
- (e) No open torches are allowed inside or near a manhole
- (f) All governmental rules and regulations for traffic control are to be followed
- (g) Water must be pumped in a manner to minimize its effect on traffic. Always pump to the nearest drain, and salt should be placed where water touches pavement during freezing temperatures

7.9.3 Protection of Existing Cable Facilities

Whenever working in or near Ameritech Structure, all workers are to take all necessary precautions to prevent any damage to any existing cable facilities that are already attached to the Structure. Some common precautions to take are:

- (a) Workers shall not step/stand on any communications facilities
- (b) Workers shall carry their own ladder (12 to 16) feet is often appropriate for instances where none is available in the manhole
- (c) AT&T will work only on Structure assigned to AT&T.
- (d) When any innerduct is opened, it should not be assumed the innerduct is vacant. It must be opened carefully in such a manner to insure any potential cable inside is not damaged in the process.
- (e) Should workers encounter air leaks, missing / broken ladders, or other inappropriate manhole situations, these items shall be communicated to the Ameritech Representative immediately.
- (f) If damage to another party's facilities should occur, the owner of the facility and the Ameritech representative are to be immediately notified and all possible arrangements made to allow the facility to be repaired as soon as possible. The party causing the damage will be responsible for all costs to repair the facility.

7.9.4 Installation Standards

AT&T's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the:

National Electrical Code (NEC)

National Electrical Safety Code (NESC),

Bellcore - Blue Book , Manual of Construction Procedures, (SR-1421, Dec.,1996, Iss. 2)

(call Bellcore Customer Service - (800)521-2673 to order Blue Book)

7.10 AT&T Attachment Placement - Conduit

7.10.1 Occupancy Permit Requirement

AT&T may occupy Ameritech conduit, ducts, innerducts only after obtaining an approved Conduit Occupancy Permit (Form C1) from the ASAC.

7.10.2 Placement of Attachment Due Date

After all Make Ready and Work has been completed and AT&T has received an occupancy permit for each attachment, AT&T has one hundred and eighty (180) days to complete placement of its attachments in the conduit/innerduct. If placement is not completed within one hundred and eighty (180) days the Permit will expire. Conduit rental rates will apply during the one hundred and eighty (180) day period.

7.10.3 Ameritech Job Site Representation

An Ameritech representative must be on the job site when AT&T is placing or removing its attachments, in Ameritech's conduit structure. Ameritech must be given a five (5) business day notice in order to provide a representative (at AT&T's expense) on site by AT&T's construction start date. All reasonable and actual charges will be billed to AT&T. Ameritech will provide a rate sheet to AT&T upon AT&T's request.

7.10.4 Additional Requirement for AT&T

AT&T must maintain its attachments in accordance with Section 7.9 AT&T Installation and Maintenance Standards of this document.

7.10.5 Assignment Location

The Ameritech representative will specify in a "first come-first served" nondiscriminatory manner, the assignment location of the conduit/innerduct to be occupied by AT&T.

7.10.6 Modification

Any modification, other than routine maintenance, of AT&T's attachments will require a new Occupancy Permit.

7 STRUCTURES

7.10 AT&T Attachment Placement - Conduit

7.11 AT&T Attachment Placement - Poles

AT&T shall obtain an approved Occupancy Permit (Form P1) from the ASAC before placing its attachments on Ameritech poles.

7.11.1 Placement of Attachment Due Date

After all Make Ready Work has been completed and AT&T has received the Occupancy permit in AT&T has one hundred and eighty (180) days to complete placement of its attachments on the poles. If placement is not made within one hundred and eighty (180) days the Permit will expire. Pole rental rates will apply during the one hundred and eighty (180) days period.

7.11.2 Additional Requirement for AT&T

AT&T:

- (a) may place only those attachments approved in the Occupancy Permit.
- (b) must maintain its attachments in accordance with Section 7.9 AT&T Installation and Maintenance Standards of this document.

7.11.3 Attachment Location

The ASAC with input of AT&T, will assign in a nondiscriminatory fashion , the attachment location on the pole .

7.11.4 Modifications

Any modification of the attachment, other than routine maintenance, of the attachment will require a new Occupancy Permit.

7.11.5 Service Wire, Splice and Terminal Mounting

AT&T's service wires, splices, and terminals must be strand-mounted. Service wire attachments do not require an Occupancy Permit.

Ameritech will consider a request from AT&T to mount terminals on Ameritech poles in a non-discriminatory manner with other attaching parties.

7 STRUCTURES

7.11 AT&T Attachment Placement - Poles

7.12 Maintenance

7.12.1 Maintenance of Conduit

(a) AT&T will be allowed to enter an Ameritech Structure with an Ameritech representative present, after providing forty-eight (48) hours written notification to Ameritech, for scheduling purposes (facsimiles are acceptable), which includes:

- (i) manholes to be entered and locations of each manhole
- (ii) nature of the proposed work
- (iii) and time required for proposed work

(b) All reasonable and actual charges for the Ameritech representative will be billed to AT&T. Ameritech will provide a rate sheet to AT&T upon AT&T's request.

7.12.2 Poles

AT&T may place (after obtaining an occupancy permit), remove and maintain its pole attachments without the Ameritech Representative present, however, AT&T must notify the ASAC prior to entering any structure.

7.12.3 Disaster Recovery - Structures (Fiber, Conduit, Manholes, Pole Attachments, etc.)

For more detailed information on Disaster Recovery see Section 2, General, of this document.

For additional information on Structures, the following is included:

The way in which cable and fiber facility restoration activity is prioritized has been by the utilization of the TSP (Telecommunication Service Priority) system. This system was put in place by the 1988 Presidential Executive Order establishing the TSP system. The TSP system is in effect and used for restoration, and will be used in all cases where it applies. TSP services will not pre-empt any Telecommunication Carriers circuits and services required to maintain, monitor, or control, the public switched network (PSN), it's facilities, or other vital assets such as order wires, monitoring and control channels. These circuits and services are the only ones which receive higher priority treatment than TSP. Ameritech will in good faith accommodate all involved TC's personnel in simultaneous restorations of out of service circuits. Many activities to restore critical services will occur simultaneously. However, if simultaneous restoration cannot be accommodated the following priority/ranking sequence for access to facilities requiring restoration will be followed:

The TSP system uses the following 10 priorities:

- 1st** Restoration of official services which are vital to the ability of the Telecommunication Carrier to respond to the emergency.
- 2nd** Restoration of essential NSEP services identified with a TSP restoration code of 1.
- 3rd** Restoration of emergency NSEP services identified with a TSP restoration code of "E".
- 4th** Restoration of essential NSEP services identified with a TSP restoration code of 2, 3, 4, and 5; in order.
- 5th** Services without TSP which are considered to be essential, including federal, state, and local government circuits, police, fire, hospital.
- 6th** Interoffice services for communities which are isolated.
- 7th** Services for customers highly dependent on telecommunication.
- 8th** Other Business services.

9th Residential services.

10th Unassigned Circuits.

The restoration process that will be followed once Ameritech or AT&T or another TC is that the first group to arrive on site should use the following damage site assessment sequence for all cases:

- (a) Assess the extent of damage.
- (b) Determine required work groups.
- (c) Determine tools and materials.
- (d) Ascertain damaging party information, as indicated on Ameritech's form 1140, including photographs if possible.
- (e) Document any other pertinent information.
- (f) Ameritech form 1140 must be submitted to the Ameritech Claims Organization within 48 hours of occurrence.
- (g) Protect the Public as appropriate.

Once the above facts are gathered, repairs on the cable should begin. Critical situations may require restorations to start prior to all details being gathered.

The method of restoration will be determined by the most practical way to restore all of the involved cables. Generally, in a conduit system, for example, the fibers or cable at the bottom of the group will be restored first. This is a common practice. However, the technicians on site during the assessment phase will be in the best position to determine the MOP (method of procedures) to be followed for restoration.

In all cases, equal access will be provided to Ameritech, AT&T and any other TCs whose cables are involved in any restoration activity.

Any parties causing damage will be responsible for all restoration costs. Restoration will be completed according to the TSP priorities, if appropriate.

7.13 Unauthorized Attachments

7.13.1 Unauthorized Attachments

If any of AT&T's communications facilities shall be found attached to Ameritech's poles or in Ameritech's ducts or conduits for which no Occupancy Permit was issued, Ameritech will provide notice to AT&T in writing and AT&T must correct such noncompliance within ninety (90) days of receipt of such notice.

7.13.2 Determination of Applicable Charges

See Issues in Dispute, 7-1 - Structure Modification, as it relates to Unauthorized Attachments

7.13.3 No Ratification or Waiver

No act or failure to act by Ameritech with regard to said unauthorized use shall be deemed as a ratification or the permitting of the unauthorized use; and if any permit should be subsequently issued, said permit shall not operate retroactively or constitute a waiver by Ameritech of any of its rights or privileges under this Agreement or otherwise; provided, however, that AT&T shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.

7.14 Fees

7.14.1 Cost Recovery

AT&T will reimburse Ameritech for all costs associated with Information Access, Field Survey, Make Ready and Inspection work. Charges will be billed either on an actual cost basis or a fixed charge basis as agreed upon by Ameritech and AT&T.

7.14.2 Ameritech Cost Estimate

Ameritech personnel will estimate the cost to perform any Ameritech Structure Records preparation work, Field Survey, and/or Make Ready Work required to process AT&T's access request. These estimates shall include the engineering time, construction time, contractor cost, material cost and overheads and loadings. AT&T must submit a Billing Authorization prior to the ASAC initiation of any map preparation, Engineering Field Survey or Make Ready Work.

7.14.3 Attachment Rental Fees

In addition to the above, AT&T shall pay any applicable attachment rental fees per the Interconnection Agreement.

7.14.4 Structure Bill True-Up

- (a) If billing is a fixed charge, any extras to the original estimate due to requests from AT&T or unforeseen circumstances will be approved by AT&T before they are added to the bill.
- (b) If billing is initiated on an actual cost basis, a deposit will normally be required. Therefore, if the deposit exceeds the actual charges, AT&T will be refunded the difference at job completion. If the actual charges exceed the deposit, AT&T will be billed the difference.
- (c) If there are questions on any bills, AT&T will send written questions to the ASAC. The ASAC will coordinate with the Ameritech departments involved to provide answers to AT&T to resolve the issues.

7 STRUCTURES

7.14 Fees

7.15 Modifications Which Add Capacity to Structure

Part of the Make Ready pursuant to a Structure Access Request, may include modifications to Ameritech's Structure which add capacity to the Structure (*Need to agree and define "adding capacity" - Open Issue*). All terms surrounding Modification work apply equally to all attaching parties including Ameritech. Refer to Issue in Dispute 7-1, Modifications Cost Recovery.

7.15.1 Notification of a Modifications

If a Structure Access Request results in Ameritech making modifications that add capacity to Ameritech Structure, pursuant to the applicable Interconnection Agreement:

- (a) Ameritech shall notify all parties who are currently attached to the structure.
- (b) These parties will have sixty (60) days to indicate if they wish to participate in the modification.

7 STRUCTURES

7.15 Modifications Which Add Capacity to Structure

7.16 Limitations on Structure Access Requests

The availability of Ameritech's Structure per AT&T's attachments is subject to Articles 16.1 and 16.3 of the *Interconnection Agreement*.

7.16.1 Timing of Requests

Requests received after 12:00 p.m. noon, Eastern time will be considered received the following business day for purposes of the Queue Priority.

7.16.2 Limitations of Estimated Intervals

The standard estimated intervals contained herein are based on normal Ameritech work loads and do *not* apply to acts of governmental agencies, strikes and labor action, or Force Majeure as defined in the Interconnection Agreement in Section 30.5.

7.16.3 Limitation of Scope

There will be no limits on engineering requests per office. Intervals will be adjusted due the changes in requests or delays caused by AT&T.

7 STRUCTURES

7.16 Limitations on Structure Access Requests

7.17 Additional Structure Planning

7.17.1 Meeting to Review Growth Forecast

At the reasonable request of AT&T, the ASAC will meet with AT&T to review a two (2) year forecast of growth requirements for attachments to Ameritech Structure.

7.18 Points of Contact

All questions and concerns regarding Structure should be directed to the following contacts:

Table 7-1. AT&T/Ameritech Contact List

AT&T	Ameritech
Charles Warfield Chicago Regional Route Planning Manager Room 20NR3 227 W. Monroe Chicago, IL 60606 phone (312) 230-4077 fax (312) 230-8219 pager 1-800-258-0000 pin 288-5768	Sam Hall Ameritech Structure Leasing Coordinator 23500 Northwestern Highway Room E230 Southfield, MI 48075 phone (248) 424-0116 fax (248) 424-0111 [All states]
Jim Balmer Chicago Regional Construction and Engineering Manager Room 20NR2 227 W. Monroe Chicago, IL 60606 phone (312) 230-4078 fax (312) 230-8219 pager 1-800-258-0000 pin 288-3073	ASAC Manager Galen Hawken 23500 Northwestern Highway Room E230 Southfield, MI 48075 phone: (248) 424-1370 fax: (248) 424-0111
William Massani Chicago Regional Local Loop Planning Manager Floor 20 227 W. Monroe Chicago, IL 60606 phone (312) 230-2478 fax (312) 230-8636 pager 1-800-258-0000 pin 288-3070	Gerry Agnew Manager - Structure Access/ROW N17 W24300 Riverwood Drive Floor 3 Waukesha, WI 53188 phone (414) 523-7016 fax (414) 523-7016 pager: (414) 557-5366
John Fisk Midwest Outside Plant Engineering and Construction District Manager Floor 20 227 W. Monroe Chicago, IL 60606 phone (312) 230-4100 fax (312) 230-8219 pager 1-800-258-0000 pin 288-5767	
Maintenance Supervisors AT&T - email: isnm@att.com voice: 800-NOC-WEST	

7.19 Performance Standards

See Plan-for-Plan 7-1, “Performance Standards” and Plan-for-Plan 7-2, “Comparable Treatment” in the overview at the beginning of this section.

7.20 Exhibits

Responsibility

Forms used by Ameritech Structure Access Center as a means to communicate between Ameritech and AT&T, will be developed and maintained by Ameritech.

Table 7-2. Ameritech Structure Access Forms

The following is a current list of forms to be used.	
RC-1	Information Access Request - Structure Records
C-1	Structure Access Request - Ducts and Conduit
C-1 Actual	Structure Access Request - Poles
C-2	Conduit Data Sheet
C-2-1	Conduit Data Sheet (Continuation of C-2)
P-1	Structure Access Request - Poles
P-1 Actual	Structure Access Request - Poles
P-2	Pole Data Sheet
P-2-1	Pole Data Sheet - (Continuation of P-2)
A-1	Estimate for Make Ready Work/Billing Authorization
A-1 Actual	Estimate for Make Ready Work/Billing Authorization
R-1	Structure Access Request - Rights-of-Way
R-2	Rights-of-Way Data Sheet
R-2-1	Rights-of-Way Data Sheet - (Continuation of R-2)
RC-1	Information Access Request - Structure Records
N-1	Notice of Proposed Modification to Structure
N-2	Notice of Proposed Attachment to Structure
N-3	Notice of Vested Interest in Structure
Forms will be added or modified as required.	

